

4 Commercial Lots, Selling Separately Derby & Mulvane, KS

AUCTION: BIDDING OPENS: Tues, July 29th @ 2:00 PM BIDDING CLOSING: Wed, Aug 6th @ 2:00, 2:15, 2:30, & 2:45 PM





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GUIDE TO AUCTION COSTS

ALL FIELDS CUSTOMIZABLE



MLS# 658376 Class Land **Property Type** Vacant Lot County Sedgwick Area **SCKMLS**

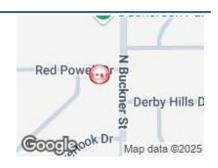
0.68+/- Acres Buckner St. Address

Address 2

City Derby State KS 67037 Zip **Status** Active

Contingency Reason

Asking Price \$0 For Sale/Auction/For Rent Auction **Associated Document Count 1**























GENERAL

List Agent - Agent Name and Phone Braden McCurdy - OFF: 316-683 **List Date** -0612 List Office - Office Name and Phone McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600

Co-List Agent - Agent Name and Phone Co-List Office - Office Name and Phone

Showing Phone 888-874-0581 **Zoning Usage** Commercial

Parcel ID 0872173603401001.00 **Number of Acres** 0.68 **Price Per Acre** 0.00

Lot Size/SqFt 29621 Derby School District (USD 260) **School District**

Elementary School Derby Hills Middle School Derby **High School**

Derby Subdivision NONE LISTED ON TAX

RECORD

7/1/2025 Realtor.com Y/N Yes **Display on Public Websites** Yes **Display Address** Yes

VOW: Allow AVM Yes VOW: Allow 3rd Party Comm Yes

Virtual Tour Y/N

Days On Market 10 **Cumulative DOM** 10

Cumulative DOMLS

7/11/2025 10:14 AM **Input Date**

Update Date 7/11/2025 7/11/2025 **Status Date HotSheet Date** 7/11/2025 **Price Date** 7/11/2025

Legal

DIRECTIONS

Directions Meadowlark Blvd. & N. Buckner St. - South on N. Buckner St., West on Red Powell Dr. to Property

FEATURES

SHAPE / LOCATION Rectangular TOPOGRAPHIC Leve PRESENT USAGE

None/Vacant **ROAD FRONTAGE**

Paved

UTILITIES AVAILABLE

Electricity Public Water Public Sewer **IMPROVEMENTS** Sidewalks **OUTBUILDINGS**

None

MISCELLANEOUS FEATURES

None

DOCUMENTS ON FILE Ground Water Addendum Other/See Remarks **FLOOD INSURANCE**

Unknown

SALE OPTIONS Other/See Remarks

PROPOSED FINANCING Other/See Remarks

POSSESSION

At Closing SHOWING INSTRUCTIONS

Call Showing # LOCKBOX None

AGENT TYPE

Sellers Agent **OWNERSHIP** Corporate

TYPE OF LISTING Excl Right w/o Reserve **BUILDER OPTIONS**

Open Builder

FINANCIAL

Assumable Y/N No **General Taxes** \$7.16 **General Tax Year** 2024 Yearly Specials \$0.00 **Total Specials** \$0.00 HOA Y/N No

Yearly HOA Dues HOA Initiation Fee

Earnest \$ Deposited With Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, July 29th, 2025 at 2 PM (cst) | BIDDING CLOSING: Wednesday , Aug 6th, 2025 at 2 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! NO MINIMUM, NO RESERVE!!! Offering this 0.68 ± acre lot in Derby, selling to the highest bidder, regardless of price! Situated on a corner lot with paved frontage, this property features sidewalks, is level with some trees lining the property. Located within the Derby School District and offering quick access to K-15, this is a fantastic opportunity for investment or future development. 0.68 ± Acres Zoned Industrial Light District Daily Traffic Count: Approx. 8,000± Located in Derby Corner lot with Paved Frontage Level with some trees lining the property Sidewalks Quick access to K-15 Within Derby School District Don't miss out on this wonderful opportunity, selling to the highest bidder, regardless of price! *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$2,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of check, or immediately available, certified funds in the amount of \$7,500.

AUCTION

Type of Auction Sale Absolute **Method of Auction** Online Only mccurdy.com **Auction Location Auction Offering** Real Estate Only 7/29/2025 **Auction Date Auction Start Time** 2pm

Broker Registration Req Yes

Broker Reg Deadline 08/05/2025 @ 5pm

Buyer Premium Y/N Yes **Premium Amount** 0.10 Earnest Money Y/N Yes Earnest Amount %/\$ 7,500.00 1 - Open for Preview 1 - Open/Preview Date 1 - Open Start Time 1 - Open End Time 2 - Open for Preview

2 - Open/Preview Date 2 - Open Start Time 2 - Open End Time 3 - Open for Preview

3 - Open/Preview Date 3 - Open Start Time 3 - Open End Time

TERMS OF SALE

Terms of Sale See terms and conditions

PERSONAL PROPERTY

Personal Property

SOLD

How Sold Sale Price **Net Sold Price Pending Date Closing Date** Short Sale Y/N Seller Paid Loan Asst. Previously Listed Y/N Includes Lot Y/N Sold at Auction Y/N

Selling Agent - Agent Name and Phone Co-Selling Agent - Agent Name and Phone Selling Office - Office Name and Phone Co-Selling Office - Office Name and Phone **Appraiser Name** Non-Mbr Appr Name

ADDITIONAL PICTURES



























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ALL FIELDS CUSTOMIZABLE



MLS# 658379 Class Land **Property Type** Vacant Lot County Sedgwick Area **SCKMLS**

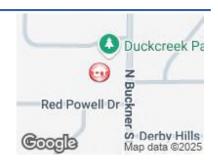
1.23+/- Acres Buckner St. Address

Address 2

City Derby State KS 67037 Zip **Status** Active

Contingency Reason

Asking Price \$0 For Sale/Auction/For Rent Auction **Associated Document Count 1**





GENERAL

List Agent - Agent Name and Phone Braden McCurdy - OFF: 316-683 -0612 List Office - Office Name and Phone McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600

Co-List Agent - Agent Name and Phone

Co-List Office - Office Name and Phone

Showing Phone 888-874-0581 **Zoning Usage** Commercial Parcel ID 0872173603106017.00

Number of Acres 1.23 0.00 **Price Per Acre** Lot Size/SqFt 53672

Derby School District (USD 260) **School District Elementary School** Derby Hills

Middle School Derby **High School** Derby

Subdivision NONE LISTED ON TAX

RECORD

7/1/2025 **List Date** Realtor.com Y/N Yes **Display on Public Websites** Yes **Display Address** Yes **VOW: Allow AVM** Yes VOW: Allow 3rd Party Comm Yes Virtual Tour Y/N **Days On Market** 10

Cumulative DOM 10 **Cumulative DOMLS**

7/11/2025 10:31 AM **Input Date**

Update Date 7/11/2025 7/11/2025 **Status Date HotSheet Date** 7/11/2025 **Price Date** 7/11/2025

Legal

DIRECTIONS

Directions Meadowlark Blvd. & N. Buckner St. - South on N. Buckner St., West on Red Powell Dr. to Property

FEATURES

SHAPE / LOCATION Irregular **TOPOGRAPHIC** Leve

PRESENT USAGE None/Vacant

ROAD FRONTAGE Paved

UTILITIES AVAILABLE

Electricity Public Water Public Sewer **IMPROVEMENTS** Sidewalks **OUTBUILDINGS**

None

MISCELLANEOUS FEATURES

None

DOCUMENTS ON FILE Ground Water Addendum Other/See Remarks

FLOOD INSURANCE Unknown

SALE OPTIONS

Other/See Remarks PROPOSED FINANCING Other/See Remarks

POSSESSION At Closing

SHOWING INSTRUCTIONS

Call Showing # LOCKBOX None

AGENT TYPE

Sellers Agent **OWNERSHIP** Corporate

TYPE OF LISTING Excl Right w/o Reserve **BUILDER OPTIONS** Open Builder

FINANCIAL

Assumable Y/N No **General Taxes** \$906.12 **General Tax Year** 2024 Yearly Specials \$0.00 **Total Specials** \$0.00 HOA Y/N No

Yearly HOA Dues HOA Initiation Fee

Earnest \$ Deposited With Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, July 29th, 2025 at 2 PM (cst) | BIDDING CLOSING: Wednesday , Aug 6th, 2025 at 2:15 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! NO MINIMUM, NO RESERVE!!! Offering this 1.23 ± acre lot in Derby, selling to the highest bidder, regardless of price! This desirable corner lot features wooded topography, sidewalks, and paved road frontage, all within the Derby School District. With quick access to K-15, the location offers both convenience and potential for future development or investment. 1.23 Acres Zoned Industrial Light District Daily Traffic Count: Approx. 8,000± Located in Derby Corner Lot with Paved Road Frontage Wooded Topography Sidewalks Quick access to K-15 Within Derby School District Don't miss this rare opportunity, selling to the highest bidder, regardless of price! *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$2 ,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of check, or immediately available, certified funds in the amount of \$7,500.

1 - Open for Preview

1 - Open Start Time

1 - Open End Time

2 - Open for Preview

2 - Open Start Time

2 - Open End Time

3 - Open for Preview

3 - Open Start Time

3 - Open End Time

Non-Mbr Appr Name

3 - Open/Preview Date

2 - Open/Preview Date

1 - Open/Preview Date

AUCTION

Type of Auction Sale Absolute **Method of Auction** Online Only mccurdy.com **Auction Location Auction Offering** Real Estate Only 7/29/2025 **Auction Date Auction Start Time** 2pm

Broker Registration Req Yes

Broker Reg Deadline 08/05/2025 @ 5pm

Buyer Premium Y/N Yes **Premium Amount** 0.10 Earnest Money Y/N Yes Earnest Amount %/\$ 7,500.00

TERMS OF SALE

Terms of Sale See terms and conditions

PERSONAL PROPERTY

Personal Property

SOLD

How Sold Sale Price **Net Sold Price Pending Date Closing Date** Short Sale Y/N Seller Paid Loan Asst. Previously Listed Y/N Includes Lot Y/N Sold at Auction Y/N

Selling Agent - Agent Name and Phone Co-Selling Agent - Agent Name and Phone Selling Office - Office Name and Phone Co-Selling Office - Office Name and Phone **Appraiser Name**

ADDITIONAL PICTURES



















DISCLAIMER

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ALL FIELDS CUSTOMIZABLE



MLS# 658385 Class Land **Property Type** Vacant Lot County Sedgwick Area **SCKMLS**

0.98+/- Acres Rock Rd. Address

Address 2

City Mulvane State KS 67110 Zip **Status** Active

Contingency Reason

Asking Price \$0 For Sale/Auction/For Rent Auction **Associated Document Count 1**





GENERAL

List Agent - Agent Name and Phone Braden McCurdy - OFF: 316-683 **List Date** -0612 Realtor.com Y/N

List Office - Office Name and Phone McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600

Co-List Agent - Agent Name and Phone Co-List Office - Office Name and Phone

Showing Phone 888-874-0581 **Zoning Usage** Commercial

Parcel ID 087239290230103203

Number of Acres 0.98 0.00 **Price Per Acre** 42689 Lot Size/SqFt

School District Mulvane School District (USD

263)

Elementary School Mulvane/Munson Middle School Mulvane

High School Mulvane

Subdivision NONE LISTED ON TAX

RECORD

7/1/2025 Yes **Display on Public Websites** Yes **Display Address** Yes **VOW: Allow AVM** Yes VOW: Allow 3rd Party Comm Yes Virtual Tour Y/N

Days On Market 10 **Cumulative DOM** 10

Cumulative DOMLS

7/11/2025 10:55 AM **Input Date**

Update Date 7/11/2025 7/11/2025 **Status Date HotSheet Date** 7/11/2025 **Price Date** 7/11/2025

Legal

DIRECTIONS

Directions E. 103rd St. & Rock Rd. - South on Rock Rd. to Property

FEATURES

SHAPE / LOCATION **IMPROVEMENTS** Rectangular Sidewalks **TOPOGRAPHIC OUTBUILDINGS** Leve None **MISCELLANEOUS FEATURES** PRESENT USAGE

None None/Vacant **ROAD FRONTAGE DOCUMENTS ON FILE**

Paved Ground Water Addendum **UTILITIES AVAILABLE** Other/See Remarks **FLOOD INSURANCE** Electricity

Unknown

SALE OPTIONS Other/See Remarks PROPOSED FINANCING Other/See Remarks **POSSESSION** At Closing

SHOWING INSTRUCTIONS

Call Showing # **LOCKBOX** None

AGENT TYPE Sellers Agent **OWNERSHIP** Corporate **TYPE OF LISTING** Excl Right w/o Reserve **BUILDER OPTIONS**

Open Builder

Public Sewer **FINANCIAL**

Public Water

Assumable Y/N No **General Taxes** \$10.23 **General Tax Year** 2024 Yearly Specials \$0.00 **Total Specials** \$0.00 HOA Y/N No

Yearly HOA Dues HOA Initiation Fee

Earnest \$ Deposited With Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, July 29th, 2025 at 2 PM (cst) | BIDDING CLOSING: Wednesday , Aug 6th, 2025 at 2:30 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! NO MINIMUM, NO RESERVE!!! Now is your chance to own nearly an acre of land in the heart of Mulvane, selling to the highest bidder, regardless of price! This property offers endless potential with its prime location directly on Rock Rd., just minutes from Mulvane High School and with convenient access to K-15 for an easy commute. The property features sidewalk frontage, is level with a scattering of mature trees, and provides a great blend of open space and natural shade, perfect for building or investment. Whether you are looking to develop, expand, or hold as a long -term asset, this lot offers a rare opportunity with no minimum and no reserve! Property Highlights: 0.98 ± Acres Zoned General Business Daily Traffic Count: Approx. 5,000± Minutes away from Mulvane High School Quick access to K-15 Sidewalks Level with some trees Directly on Rock Rd. Don't miss this opportunity, selling to the highest bidder, regardless of price! *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$2,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of check, or immediately available, certified funds in the amount of \$7,500.

AUCTION

Type of Auction Sale Absolute **Method of Auction** Online Only **Auction Location** mccurdy.com **Auction Offering** Real Estate Only **Auction Date** 7/29/2025 **Auction Start Time** 2pm

Broker Registration Req Yes **Broker Reg Deadline** 08/05/2025 @ 5pm

Buyer Premium Y/N Yes **Premium Amount** 0.10 **Earnest Money Y/N** Yes 7,500.00 Earnest Amount %/\$

1 - Open for Preview 1 - Open/Preview Date

1 - Open Start Time

1 - Open End Time 2 - Open for Preview

2 - Open/Preview Date

2 - Open Start Time

2 - Open End Time

3 - Open for Preview

3 - Open/Preview Date

3 - Open Start Time

3 - Open End Time

TERMS OF SALE

Terms of Sale See terms and conditions

PERSONAL PROPERTY

Personal Property

SOLD

How Sold Sale Price **Net Sold Price Pending Date Closing Date** Short Sale Y/N Seller Paid Loan Asst. Previously Listed Y/N Includes Lot Y/N Sold at Auction Y/N

Selling Agent - Agent Name and Phone Co-Selling Agent - Agent Name and Phone Selling Office - Office Name and Phone Co-Selling Office - Office Name and Phone **Appraiser Name** Non-Mbr Appr Name

ADDITIONAL PICTURES



































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ALL FIELDS CUSTOMIZABLE



MLS# 658390 Class Land **Property Type** Vacant Lot County Sedgwick Area **SCKMLS**

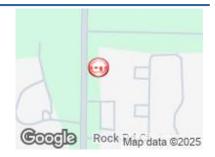
2.23+/- Acres Rock Rd. Address

Address 2

City Mulvane State KS 67110 Zip **Status** Active

Contingency Reason

Asking Price \$0 For Sale/Auction/For Rent Auction **Associated Document Count 1**





GENERAL

List Agent - Agent Name and Phone Braden McCurdy - OFF: 316-683 -0612

List Office - Office Name and Phone McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600

Co-List Agent - Agent Name and Phone Co-List Office - Office Name and Phone

Showing Phone 888-874-0581 **Zoning Usage** Commercial

Parcel ID 0872392902301028.00

Number of Acres 2.23 0.00 **Price Per Acre** 97139 Lot Size/SqFt

School District Mulvane School District (USD

263)

Elementary School Mulvane/Munson

Middle School Mulvane **High School** Mulvane

Subdivision NONE LISTED ON TAX

RECORD

List Date 7/1/2025 Realtor.com Y/N Yes **Display on Public Websites** Yes **Display Address** Yes **VOW: Allow AVM** Yes VOW: Allow 3rd Party Comm Yes Virtual Tour Y/N

Days On Market 10 **Cumulative DOM** 10

Cumulative DOMLS

7/11/2025 11:12 AM **Input Date**

Update Date 7/11/2025 **Status Date** 7/11/2025 **HotSheet Date** 7/11/2025 **Price Date** 7/11/2025

Legal

DIRECTIONS

Directions E. 103rd St. & Rock Rd. - South on Rock Rd. to Property

FEATURES

SHAPE / LOCATION **IMPROVEMENTS** Rectangular Sidewalks **TOPOGRAPHIC OUTBUILDINGS** Leve None **MISCELLANEOUS FEATURES** PRESENT USAGE None None/Vacant

ROAD FRONTAGE DOCUMENTS ON FILE Paved Ground Water Addendum

UTILITIES AVAILABLE Other/See Remarks **FLOOD INSURANCE** Electricity Public Water

Unknown

SALE OPTIONS Other/See Remarks PROPOSED FINANCING Other/See Remarks **POSSESSION**

SHOWING INSTRUCTIONS

Call Showing # **LOCKBOX** None

At Closing

AGENT TYPE Sellers Agent **OWNERSHIP** Corporate **TYPE OF LISTING** Excl Right w/o Reserve **BUILDER OPTIONS**

Open Builder

Public Sewer **FINANCIAL**

Assumable Y/N No **General Taxes** \$23.23 **General Tax Year** 2024 Yearly Specials \$0.00 **Total Specials** \$0.00 HOA Y/N No

Yearly HOA Dues HOA Initiation Fee

Earnest \$ Deposited With Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, July 29th, 2025 at 2 PM (cst) | BIDDING CLOSING: Wednesday , Aug 6th, 2025 at 2:45 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! NO MINIMUM, NO RESERVE!!! Offering this 2.23 ± acre lot in Mulvane, selling to the highest bidder, regardless of price! Located directly on Rock Rd., this spacious parcel features a level layout with mature trees, sidewalks, and convenient access to K-15. Just minutes from Mulvane High School, this land is currently leased for hay crops, making it an excellent opportunity for continued agricultural use or future development. 2.23 ± Acres Zoned General Business Directly on Rock Rd. Daily Traffic Count: Approx. 5,000 ± Quick access to K-15 Sidewalks Minutes away from Mulvane High School Level with mature trees Seize the opportunity for a great investment and building opportunities. Selling to the highest bidder, regardless of price! This parcel is currently leased; however lease will be terminated by closing date. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$2,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of check, or immediately available, certified funds in the amount of \$7,500.

AUCTION

Type of Auction Sale Absolute **Method of Auction** Online Only **Auction Location** mccurdy.com **Auction Offering** Real Estate Only **Auction Date** 7/29/2025

Auction Start Time 2pm **Broker Registration Req** Yes

Broker Reg Deadline 08/05/2025 @ 5pm

Buyer Premium Y/N Yes **Premium Amount** 0.10 Earnest Money Y/N Yes 7,500.00 Earnest Amount %/\$

1 - Open for Preview

1 - Open/Preview Date

1 - Open Start Time

1 - Open End Time

2 - Open for Preview

2 - Open/Preview Date

2 - Open Start Time

2 - Open End Time

3 - Open for Preview

3 - Open/Preview Date

3 - Open Start Time

3 - Open End Time

TERMS OF SALE

Terms of Sale See terms and conditions

PERSONAL PROPERTY

Personal Property

SOLD

How Sold Sale Price **Net Sold Price Pending Date Closing Date** Short Sale Y/N Seller Paid Loan Asst. Previously Listed Y/N Includes Lot Y/N Sold at Auction Y/N

Selling Agent - Agent Name and Phone Co-Selling Agent - Agent Name and Phone Selling Office - Office Name and Phone Co-Selling Office - Office Name and Phone **Appraiser Name** Non-Mbr Appr Name

ADDITIONAL PICTURES



















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TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Real Estate & Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

- 1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and, in the event that Bidder is the successful bidder, the Contract for Purchase and Sale. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
- 2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; easements; covenants; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has had an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
- 3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
- 4. It is the sole responsibility of Bidder to monitor McCurdy's website with respect to any updates or information regarding any Real Estate on which Bidder is bidding. Bidder acknowledges that information regarding the Real Estate may be updated or changed on McCurdy's website at any time prior to the conclusion of bidding and that Bidder has timely reviewed the Real Estate information or assumes the risk of not having done so.
- 5. There will be a 10% buyer's premium (\$2,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
- 6. The Real Estate is not offered contingent upon financing or appraisal.
- 7. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, ACH or immediately available, certified funds in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. In the event that Bidder fails to pay the aforementioned earnest money by the time set forth above, Seller may terminate this Contract and proceed forward with selling the Real Estate to another buyer in addition to all other rights Seller may have under these Terms and Conditions. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.

- 8. In the event the nonrefundable earnest money required to be paid as set forth above is in excess of the purchase price, the earnest money amount shall be reduced to the purchase price which Bidder will be required to pay under the same provisions as set forth above.
- 9. Auction announcements, postings or notifications (as applicable) take precedence over anything previously stated or printed, including these Terms and Conditions.
- 10. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.
- 11. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.
- 12. Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. If the successful Bidder fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
- 13. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors.
- 14. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder (at live events) and any guests or minors accompanying Bidder at this auction or components of the auction process and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes. Bidder also agrees that this information may remain in the public domain for perpetuity. The Real Estate may have audio and/or video recording in use.
- 15. Broker/agent participation is invited. Broker/agents must fulfill the responsibilities and obligations set forth in the Broker Registration form to qualify for a cooperation/referral fee. To register, the completed form must be received and registered with McCurdy no later than 5 p.m. on the business day prior to the auction. In the event they have not fulfilled the requirements for participation, you may be responsible for the financial obligations with them.
- 16. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
- 17. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Real Estate. Any person entering on the Real Estate assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
- 18. McCurdy reserves the right to establish all bidding increments. Should the Bidder have any request on increments, it is the responsibility of Bidder to call McCurdy within a reasonable time prior to the conclusion of the auction.
- 19. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
- 20. When creating an online bidding account, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full

- responsibility for any use of their online bidding account. In the event that Bidder believes that their account has been compromised, Bidder must immediately inform McCurdy at auctions@mccurdy.com.
- 21. Bidder uses the online bidding platform at Bidder's sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy makes no representations or warranties as to the online bidding platform's uninterrupted function or availability and makes no representations or warranties as to the online bidding platform's compatibility or functionality with Bidder's hardware or software. Neither McCurdy nor any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder's use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.
- 22. The ability to "pre-bid" or to place a maximum bid prior to the start of the auction is a feature offered solely for Bidder's convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of that particular lot is formally initiated by McCurdy. If you are bidding against a previously placed max bid or pre-bid, the bid placed first will take precedence. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
- 23. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to suspend, pause, or extend the scheduled closing time of the auction. This will be a timed online auction and absentee bids which will be entered into the bidding as they are received. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
- 24. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.
- 25. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
- 26. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
- 27. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
- 28. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
- 29. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
- 30. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.
- 31. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set forth in these Terms and Conditions by 4:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.



WATER WELL INSPECTION REQUIREMENTS

Property Address: 0.68 +/- Acres On Buckner St. - Derby, KS 67037

Each City and County have different inspection requirements. If you are required to do an inspection our office will email you the information.

For properties within the *City of Wichita* the requirements are:

- 1. Any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
- 2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL?	YES	NO O			
If yes, what type? Irrigation	Drinking	O	ther	_	
Location of Well:					
DOES THE PROPERTY HAVE A LAGOOM	N OR SEPTIC S	YSTEM?	YES	NO _	0
If yes, what type? Septic	Lagoon				
Location of Lagoon/Septic Access:					
Nancy L. Lusk			07	/01/2025	;
Owner/Seller				Date	_
Owner/Seller				Date	_
Buyer				Date	_
Buver				Date	_

GROUNDWATER / ENVIRONMENTAL ADDENDUM

1 2	THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is entered into effective on the last date set forth below.				
3 4	Groundwater contamination has been detected in several areas in and around Sedgwick County Licensees do not have any expertise in evaluating environmental conditions.				
5 6	•		g the sale and purchase of Buckner St. – Derb	certain property, commor y, KS 67037	ıly known as:
7	The pa	arties are advised t	o obtain expert advice in	regard to any environmer	ntal concerns.
8	SELLEI	R'S DISCLOSURE (pl	lease complete both a an	d b below)	
9	(a)	Presence of grour	ıdwater contamination oı	other environmental conc	erns (initial one):
10 11	NLL	Seller has	no knowledge of ground	water contamination or ot	her environmental concerns;
12 13 14			oundwater contaminatio	n or other environmental co	oncerns are:
15	(b)	Records and repo	rts in possession of Seller	(initial one):	
16 17 18 19 20 21	NLL STATE OF THE S	environmental co Seller has	ncerns; or s provided the Buyer v		ter contamination or other and reports pertaining to cument below):
22	BUYE	R'S ACKNOWLEDGN	MENT (please complete c	below)	
23	(c)	Buyer has	received copies of all info	ormation, if any, listed abo	ve. (initial)
24 25 26 27	Seller accura Buyer	ate, and that Buyer	and all licensees involved		ler has provided is true and ormation. Buyer certifies that by Seller.
28 29	Seller			Buyer	Date
30 31	Seller		 Date	 Buyer	Date

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WATER WELL INSPECTION REQUIREMENTS

Property Address: 1.23 +/- Acres On Buckner St. - Derby, KS 67037

Each City and County have different inspection requirements. If you are required to do an inspection our office will email you the information.

For properties within the *City of Wichita* the requirements are:

- 1. Any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
- 2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL? YES	SNO
If yes, what type? Irrigation	Drinking Other
Location of Well:	
DOES THE PROPERTY HAVE A LAGOON OR S	SEPTIC SYSTEM? YESNO
If yes, what type? Septic	Lagoon
Location of Lagoon/Septic Access:	
Nancy L. Lusk	07/01/2025
Owner/Seller	Date
Owner/Seller	Date
Buyer	Date
Buver	Date

31

Seller

GROUNDWATER / ENVIRONMENTAL ADDENDUM

1		DDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is dinto effective on the last date set forth below.
3 4		dwater contamination has been detected in several areas in and around Sedgwick County. ees do not have any expertise in evaluating environmental conditions.
5 6	•	arties are proposing the sale and purchase of certain property, commonly known as: 3 +/- Acres On Buckner St Derby, KS 67037
7	The pa	arties are advised to obtain expert advice in regard to any environmental concerns.
8	SELLEF	R'S DISCLOSURE (please complete both a and b below)
9	(a)	Presence of groundwater contamination or other environmental concerns (initial one):
10 11 12 13	NCC Number Claim	Seller has no knowledge of groundwater contamination or other environmental concerns; or Known groundwater contamination or other environmental concerns are:
15	(b)	Records and reports in possession of Seller (initial one):
16 17 18 19 20	NCC	Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):
22	BUYER	'S ACKNOWLEDGMENT (please complete c below)
23	(c)	Buyer has received copies of all information, if any, listed above. (initial)
24 25 26 27	Seller accura Buyer	certifies, to the best of Seller's knowledge, that the information Seller has provided is true and te, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that has reviewed Seller's responses and any records and reports furnished by Seller. **Y L. Lusk** 07/01/2025
29	Seller	Date Buyer Date
30		

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Date

Buyer

Rev. 6/16 Form #1210

Date



WATER WELL INSPECTION REQUIREMENTS

Property Address: 0.98 +/- Acres On Rock Rd. - Mulvane, KS 67110

Each City and County have different inspection requirements. If you are required to do an inspection our office will email you the information.

For properties within the *City of Wichita* the requirements are:

- 1. Any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
- 2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL? YES	NO
If yes, what type? Irrigation I	Orinking Other
Location of Well:	
OOES THE PROPERTY HAVE A LAGOON OR S	EPTIC SYSTEM? YESNO
If yes, what type? Septic I	Lagoon
Location of Lagoon/Septic Access:	
Nancy L. Lusk	07/01/2025
Owner/Seller	Date
Owner/Seller	Date
Buyer	Date
Buver	Date



WATER WELL INSPECTION REQUIREMENTS

Property Address: 2.23 +/- Acres On Rock Rd. - Mulvane, KS 67110

Each City and County have different inspection requirements. If you are required to do an inspection our office will email you the information.

For properties within the *City of Wichita* the requirements are:

- 1. Any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
- 2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL?	YESNO	O		
If yes, what type? Irrigation	Drinking	Other		
Location of Well:				
DOES THE PROPERTY HAVE A LAGOON	OR SEPTIC SYS	TEM? YES	NO	
If yes, what type? Septic	Lagoon			
Location of Lagoon/Septic Access:				
Nancy L. Lusk		07	/01/2025	
Owner/Seller			Date	-
Owner/Seller			Date	_
Buyer			Date	_
Ruver			Date	_

GROUNDWATER / ENVIRONMENTAL ADDENDUM

1 2	THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned i entered into effective on the last date set forth below.					
3 4	Groundwater contamination has been detected in several areas in and around Sedgwick County Licensees do not have any expertise in evaluating environmental conditions.					
5 6	The parties are proposing the sale and purchase of certain property, commonly known as: 2.23 +/- Acres On Rock Rd Mulvane, KS 67110					
7	The parties are advis	ed to obtain expert advice in	regard to any environme	ntal concerns.		
8	SELLER'S DISCLOSUR	E (please complete both a an	id b below)			
9	(a) Presence of g	roundwater contamination o	r other environmental con	cerns (initial one):		
10		has no knowledge of ground	lwater contamination or o	ther environmental concerns;		
11 12 13 14	(1000)	n groundwater contaminatio	n or other environmental o	concerns are:		
15	(b) Records and r	eports in possession of Seller	(initial one):			
16 17 18 19 20 21	environmenta	al concerns; or	with all available record	ater contamination or other sand reports pertaining to cument below):		
22	BUYER'S ACKNOWLE	DGMENT (please complete c	below)			
23	(c) Buyer	has received copies of all info	ormation, if any, listed abo	ve. (initial)		
24252627	accurate, and that Bu	_	d are relying on Seller's inf	ller has provided is true and ormation. Buyer certifies that I by Seller.		
28 29	Seller	Date	Buyer	Date		
30 31	Seller	 Date	 Buyer	 Date		

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Rev. 6/16 Form #1210

31

Seller

GROUNDWATER / ENVIRONMENTAL ADDENDUM

1 2		DDENDUM to Contract for Sale and into effective on the last date		al Estate between and amon	g the undersigned is
3 4		dwater contamination has be ees do not have any expertise in			Sedgwick County.
5 6	•	arties are proposing the sale and 8 +/- Acres On Rock Rd.	•		as:
7	The pa	arties are advised to obtain exp	ert advice in regard	to any environmental conce	erns.
8	SELLEF	R'S DISCLOSURE (please comple	ete both a and b bel	ow)	
9	(a)	Presence of groundwater cont	amination or other	environmental concerns (init	ial one):
10 11 12 13	Nutra tissaa WLL	or		contamination or other envir	
15	(b)	Records and reports in possess	sion of Seller (initial	one):	
16 17 18 19 20	Production (Control of Control of	environmental concerns; or	the Buyer with all	ining to groundwater conta I available records and rep tal concerns (list document b	ports pertaining to
22	BUYER	R'S ACKNOWLEDGMENT (please	e complete c below)		
23	(c)	Buyer has received co	pies of all informatio	on, if any, listed above. (initia	1)
24 25 26 27	Seller accura Buyer	FICATION certifies, to the best of Seller's ate, and that Buyer and all licens has reviewed Seller's responses of the Cusk	sees involved are re	lying on Seller's information.	Buyer certifies that
28 29	Seller	<u> </u>	Date	Buyer	 Date
30					

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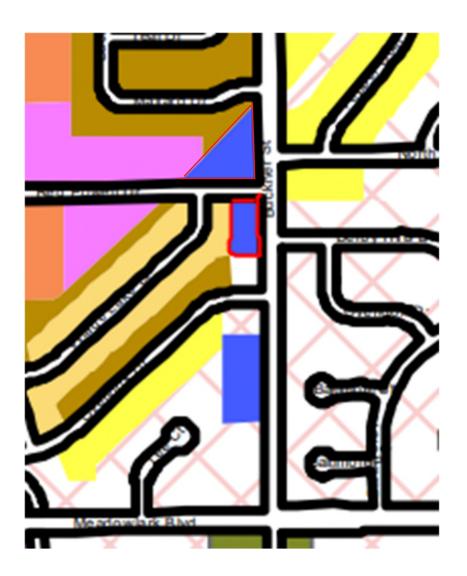
Buyer

Date

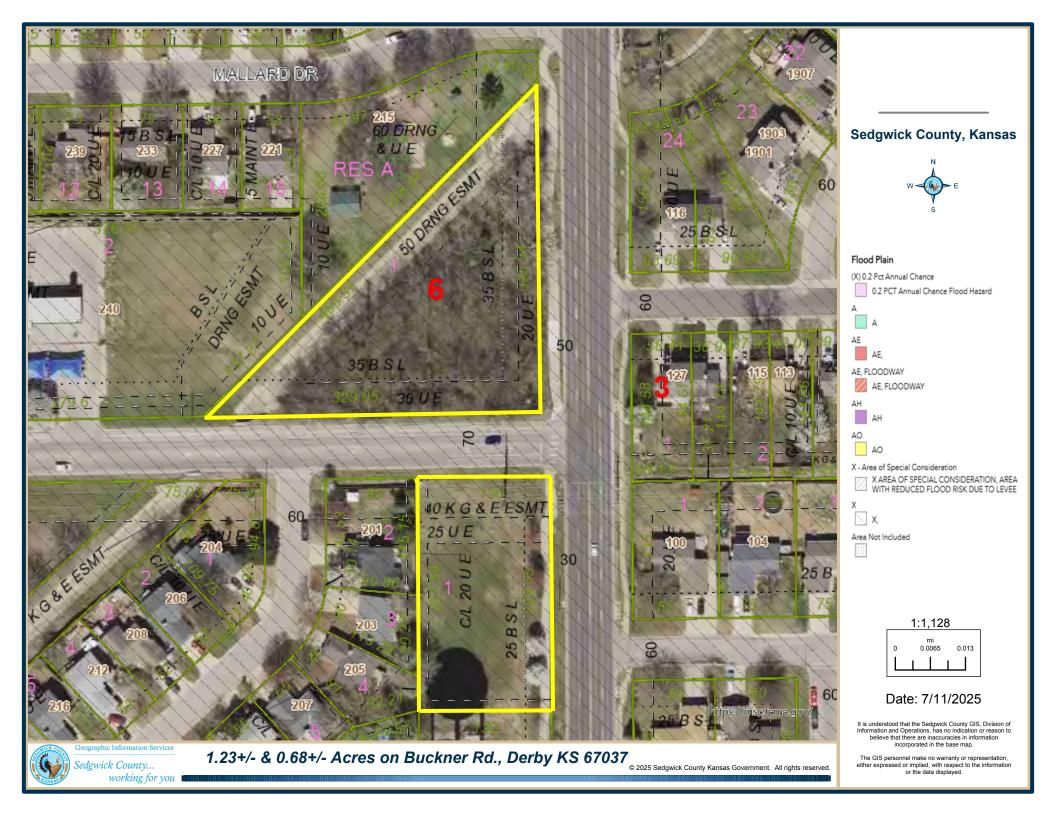
Rev. 6/16 Form #1210

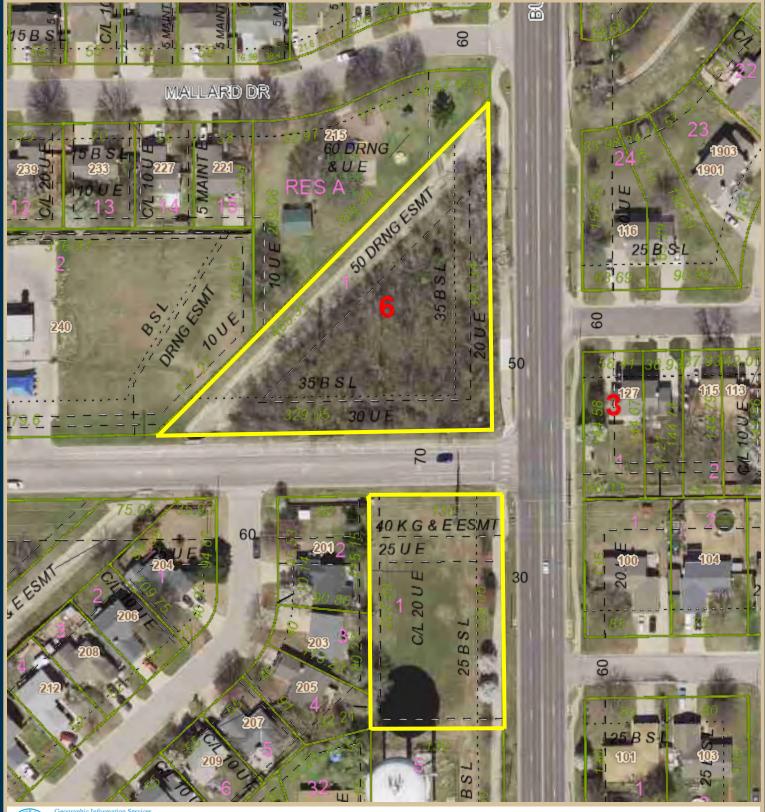
Date

2 Lots on Buckner St., Derby, KS 67037 - Industrial Zoning









Geographic Information Services

Sedgwick County...

working for you

1.23+/- & 0.68+/- Acres on Buckner Rd., Derby KS 67037

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

The GIS personnel make no warranty or representation, either expressed or implied with respect to the information or the data displayed

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Sedgwick County, Kansas



1:1,128

mi 0 0.0065 0.013



Geographic Information Services

Sedgwick County...

working for you

0.98+/- & 2.23+/- Acres on Rock Rd., Mulvane, KS 67110

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

The GIS personnel make no warranty or representation, either expressed or implied with respect to the information or the data displayed

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Sedgwick County, Kansas



1:2,257

mi 0 0.01 0.02



Sedgwick County, Kansas



Flood Plain

(X) 0.2 Pct Annual Chance

0.2 PCT Annual Chance Flood Hazard

AE, FLOODWAY

AE, FLOODWAY

X - Area of Special Consideration

X AREA OF SPECIAL CONSIDERATION, AREA WITH REDUCED FLOOD RISK DUE TO LEVEE

X,

Area Not Included

1:2,257



Date: 7/11/2025

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.



0.98+/- & 2.23+/- Acres on Rock Rd., Mulvane, KS 67110 - Zoning General Business



It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

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Sedgwick County, Kansas



1:2,257

mi 0 0.01 0.02

N.W. 1/4 SEC. 29, TWP. 29 S. R. 2 E. WILDCAT FLOODPLAIN RESERVE ADDITION COUNTRY WALK LAME ROCK S ROAD THIS SHEET PREPARED UNDER SUPERVISION OF SEDGWICK COUNTY CLERK



Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- · promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- · protecting the clients confidences, unless disclosure is required
- · presenting all offers in a timely manner
- · advising the client to obtain expert advice
- · accounting for all money and property received
- · disclosing to the client all adverse material facts actually known by the agent
- · disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- · protecting the confidences of both parties
- · exercising reasonable skill and care
- · presenting all offers in a timely manner
- · advising the parties regarding the transaction
- · suggesting that the parties obtain expert advice
- · accounting for all money and property received
- · keeping the parties fully informed
- · assisting the parties in closing the transaction
- · disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- · conduct an independent inspection of the property for the benefit of any party
- · conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Licensee	Real estate company name approved by the commission
Supervising/branch broker	Buyer/Seller Acknowledgement (not required)

GUIDE TO AUCTION COSTS | WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission (If Applicable)
- **Advertising Costs**
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents (If Applicable)

THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium (If Applicable)
- Document Preparation (If Applicable)
- Notary Fees (If Applicable)
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee (If Applicable)
- All New Loan Charges (If Obtaining Financing)
- Lender's Title Policy Premiums (If Obtaining Financing)
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. (If Applicable)







